

City of Thousand Oaks v. Verizon Media, Nos. 02-55798 & 02-55826

JUN 13 2003

HALL, Circuit Judge, concurring:

CATHY A. CATTERSON

U.S. COURT OF APPEALS

I agree that the district court abused its discretion by enjoining the asset purchase transaction. I write separately because the Section 4.2 argument was raised both below and at oral argument, and should be addressed on its merits.

Section 4.2 requires “prior written consent of the City” prior to any transfer of “[o]wnership or control of the Grantee.” In this case, the Grantee is Verizon, and there has been no change in ownership or control of Verizon. At oral argument, Appellees argued that a change in control of a Grantee occurs whenever there has been a change in control over the Grantee’s cable system, citing the Section 4.6 definition of the term “control” as “significant influence with respect to the operations of the Grantee’s cable system.” The remainder of the agreement, however, clarifies that the terms “Grantee” and “cable system” are not interchangeable. E.g., Section 4.11 (discussing a change in control over the operations of the Grantee *or* the cable system). Thus, the terms of the agreement do not support Appellees’ argument that an asset transfer affecting only the Ventura County cable system effected a “change in ownership or control” of Verizon, a nationwide multimedia corporation.